

## NAVAJO COUNTY AGENDA ITEM REQUEST FORM

<b>Meeting Date:</b> May 25, 2010	<b>Time Needed:</b> 5 minutes
<b>Requesting Department:</b> Public Works	<b>Presenter(s) Name:</b> Homero Vela
<b>Motion before the Board:</b> Award Contract #B10-03-002 Slurry Seal to the lowest responsible responsive bidder American Pavement Preservation, LLC.	
<b>Recommendation:</b> (who, what, where, when, how, etc.) Recommend that the Board of Supervisors award the Slurry Seal contract to American Pavement Preservation, LLC.	
<b>Background:</b> (why should it be done, what will happen if not approved, etc. include resolution)  <p>This contract is for our annual Slurry Seal. Sealed proposals were received by the Board of Supervisors at the Navajo County Governmental Center, Holbrook, Arizona until 3:00 p.m. M.S.T., May 12, 2010, in strict accordance with the specifications on file in the office of the Navajo County Department of Public Works. No bids were accepted after 3:00 p.m. M.S.T. The bids were publicly opened and read aloud at 3:15 p.m. The overall low bidder for this contract is American Pavement Preservation, LLC.</p>	
<b>Fiscal Impact:</b> (what will it cost, where funds will come from, is it budgeted, etc.) Funds are budgeted in FY 09/10 capital projects.	
<b>Reviewed and approved by:</b> County Manager _____ PW <u>HW</u> County Attorney _____ Human Resources _____ Finance _____ IT _____	
<b>Board Action Taken:</b> Approved <input type="checkbox"/> Denied <input type="checkbox"/> No Action <input type="checkbox"/> Continued <input type="checkbox"/> Continued to: Approved with changes as follows <input type="checkbox"/>	
<b>Clerk's Notes:</b>  Date: _____ Initial: _____	

**REMINDER:** Email this coversheet and all backup documentation to "IT Support" by **4:00 p.m. the Thursday prior to the Managers' meeting.** The Clerk's Office will print the document and make necessary copies for signatures at Managers' meeting.

# BID Tab

## Slurry Seal, Contract #B10-03-002

	ESTIMATED SQUARE YARDAGE	American Pavement Preservation, LLC, 4725 East Cartier Ave, Las Vegas, NV 89115		Southwest Slurry, Inc., 22855 N 21st Ave, Phoenix, AZ 85053		Intermountain Slurry Seal, Inc., 585 West Beach St, Watsonville, CA 95076	
		PRICE PER SQUARE YARD	TOTAL EXTENDED COST	PRICE PER SQUARE YARD	TOTAL EXTENDED COST	PRICE PER SQUARE YARD	TOTAL EXTENDED COST
AREA A: Winslow	4,700	1.38	6,486.00	1.53	7,191.00	7.732	36,339.86
<b>Total Cost Area A</b>			6,486.00		7,191.00		36,339.86
AREA B: Holbrook, Joseph City, Sun Valley, Woodruff	60,000	1.28	76,800.00	1.53	91,800.00	2.085	125,090.53
<b>Total Cost Area B</b>			76,800.00		91,800.00		125,090.53
AREA C: Snowflake, Taylor, White Mtn Lake	4,700	1.38	6,486.00	1.53	7,191.00	8.445	39,962.32
<b>Total Cost Area C</b>			6,486.00		7,191.00		39,962.32
AREA D: Linden, Pinedale, Clay Springs	30,000	1.28	38,400.00	1.53	45,900.00	2.629	78,870.56
<b>Total Cost Area D</b>			38,400.00		45,900.00		78,870.56
AREA E: Heber/Overgaard	65,000	1.28	83,200.00	1.53	99,450.00	1.982	128,852.90
<b>Total Cost Area E</b>			83,200.00		99,450.00		128,852.90
AREA F: Show Low, Pinetop-Lakeside	135,000	1.28	172,800.00	1.53	206,550.00	1.793	242,121.38
<b>Total Cost Area F</b>			172,800.00		206,550.00		242,121.38
	MEASUREMENT PRICE						
ALL AREAS PILOT CAR	Per Hour	75.00	75.00	175.00	175.00	154.735	154.74



## **CONTRACT**

**THIS CONTRACT** is made and entered into as of May 25, 2010 (the "Effective Date") by and between Navajo County ("County") and American Pavement Preservation, LLC. ("Contractor").

1. **SCOPE OF WORK:** Contractor shall furnish any and all materials, equipment and labor required for performing all work for **Slurry Seal, Contract #B10-03-002**", in accordance with the Contract Documents, in a workmanlike manner to the satisfaction of County through its Engineers.
2. **CONTRACT DOCUMENTS:** The Contract Documents comprise this Contract and the attached ☒ Call for Bids, ☐ Specifications, ☐ General Provisions, ☒ Special Provisions, ☒ Proposal dated May 11, 2010, ☒ Bidding Schedule, ☒ Bid Bond, ☐ Performance Bond, ☒ No Collusion Affidavit, ☒ Subcontracting Certification, ☐ Plans, and addenda thereto, if any. If there is any conflict in the documents, this Contract shall control over all others; the Specifications shall control over the General Provisions and Special Provisions; and the Special Provisions shall control over the General Provisions.
3. **NO LIENS / TIME FOR COMPLETION:** Contractor shall furnish all materials, equipment and labor in accordance with the Contract Documents free and clear of all claims, liens and charges whatsoever, within the time, or times, stated in the Proposal.
4. **CANCELLATION:** This Contract is subject to cancellation pursuant to A.R.S. § 38-511 (concerning conflicts of interest).
5. **PAYMENTS:** Payment shall be made on the basis of the unit price(s) bid for the awarded items in the Bidding Schedule for Contract #B10-03-002. Contractor shall submit invoices to County for all work performed hereunder. No later than 14 days after each invoice has been verified and approved by the Engineer, County shall pay to Contractor 100% of the approved amount. Retention will not typically be withheld unless portions of the work are unsatisfactory or test report(s) are incomplete.
6. **CERTIFICATIONS:**
  - A. Pursuant to A.R.S. § 41-4401, Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations relating to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Contractor's or any subcontractor's breach of this warranty shall be deemed a material breach of the Contract and may result in termination of the Contract by County. County may randomly inspect the books and records of Contractor and its subcontractors to verify compliance with this warranty.

Contractor and its subcontractors warrant to keep their books and records open for random inspection by County during normal business hours.

- B. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, Contractor certifies that it does not have a scrutinized business operation in Sudan or Iran. The term "scrutinized business operation" shall have the meaning set forth in A.R.S. §§ 35-391 or 35-393, as applicable. Any falsification in regard to this warranty shall be deemed a material breach of the Contract and may result in termination of the Contract by County

**IN WITNESS WHEREOF**, the authorized representatives of the parties have executed this Contract as of the Effective Date.

**NAVAJO COUNTY**

**CONTRACTOR**

By: \_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Company

Attest:

By \_\_\_\_\_

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title